

EXHIBIT B

9019 ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

In re:)
)
MISSISSIPPI PHOSPHATES) **CASE NO. 14-51667-KMS**
CORPORATION, *et al.*,¹) **Chapter 11**
)
Debtors.)
)
)
)
)
)

)
STUW LLC, as Administrative)
Agent,)
)
Plaintiff,)
Vs.) **ADVERSARY NO. 15-06005-KMS**
)
MISSISSIPPI PHOSPHATES CORP.,)
AMMONIA TANK SUBSIDIARY, INC.,)
AND SULFURIC ACID TANKS)
SUBSIDIARY, INC.,)
)
Defendants.)

¹ The Chapter 11 cases of the following affiliated Debtors have been administratively consolidated pursuant to this Court's Order of October 29, 2014 [Dkt. #62]: Mississippi Phosphates Corporation ("**MPC**"), Ammonia Tank Subsidiary, Inc. ("**ATS**") and Sulfuric Acid Tanks Subsidiary, Inc. ("**SATS**").

**ORDER PURSUANT TO BANKRUPTCY RULE 9019 APPROVING COMPROMISE
OF CONTROVERSY AND SETTLEMENT AGREEMENT AND
AUTHORIZING SETTLEMENT AMONG THE DEBTORS, THE COMMITTEE,
THE LENDER PARTIES AND PHI**

[Relates to (1) Docket # _____ in Case No. 14-51667 and
(2) Docket No. 1 in Adversary Proceeding 15-06005]

Upon consideration of the *Motion of the Debtors Pursuant to §§ 105 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019 for an Order Approving Settlement Among the Debtors, the Committee, the Lender Parties, and PHI* (the “**9019 Motion**”) filed by the Debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”), seeking (1) approval of the Agreement on Definitive Settlement Terms attached hereto as Exhibit A (the “**Settlement Agreement**”)² among the Estate Parties, on behalf of the estates, and the Agent, as administrative agent for the pre-petition lenders and post-petition lenders set forth on Schedule I to the Settlement Agreement (collectively, the “**Lenders**,” and together with the Agent, the “**Lender Parties**”), and PHI; (2) authorization for the Debtors to enter into the Settlement Agreement; and (3) allowance of the claims of the Agent and Lenders to the extent, and with the validity and priority, set forth in the Settlement Agreement; and upon the evidence presented in support thereof and all pleadings related thereto, and the arguments and the statements made at the hearing on the 9019 Motion; and it appearing that each of the signatories to the Settlement Agreement is authorized to sign on behalf of and to bind the party on whose behalf such signatory signed; and, based on the foregoing, the Court has determined that good and sufficient cause exists to grant all the relief requested in 9019 Motion based upon the evidence presented and the applicable legal standards.

² All otherwise undefined terms shall have the meanings set forth in the Settlement Agreement.

THE COURT HEREBY FINDS AND CONCLUDES³ AS FOLLOWS:

A. The Court has core jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This is a core proceeding pursuant to 28 U.S. C. § 157(b)(2).

C. Notice of the hearing on the Motion and the relief requested in the Motion has been provided by the Debtors, whether by facsimile, electronic mail (including by operation of the Court's Electronic Filing System), overnight courier or hand delivery, on February 18, 2015, to all parties in interest, including: (a) the United States Trustee for the Southern District of Mississippi, (b) counsel to the Committee; (c) counsel to the Agent, on behalf of the Lenders; (d) the Mississippi Department of Environmental Quality; (e) the Environmental Protection Agency; (f) the Department of Justice; and (g) all known creditors of the Debtors. The manner in which notice of the 9019 Motion was provided to all parties entitled to such notice is adequate, appropriate, reasonable and sufficient for all purposes, including the releases to be granted pursuant to the Settlement Agreement.

D. The relief requested in the 9019 Motion is in the best interest of the Debtors' estates and their creditors and other parties in interest and fully resolves the claims asserted in the adversary proceeding styled and numbered *STUW LLC v. Mississippi Phosphates Corporation, et al.*, Adversary No. 15-06005 (the "*STUW Adversary*").

E. The proposed settlement embodied in the Settlement Agreement was negotiated in good faith, at arm's length between and among the Debtors, the Committee on behalf of all

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

unsecured creditors, PHI, and the Agent on behalf of the Lenders, and the consideration exchanged thereunder constitutes an exchange of reasonably equivalent value.

F. Pursuant to the terms of the Settlement Agreement, upon the entry of this Order and the satisfaction of all conditions to effectiveness of the Settlement Agreement, the Debtors and Committee, on behalf of themselves and their estates (as applicable), hereby recognize and acknowledge (i) the Pre-Petition Indebtedness in the aggregate amount of \$58,197,393, plus fees, costs and expenses; and the Pre-Petition Indebtedness shall be fully and finally allowed against the Debtors for all purposes; (ii) pursuant to the Agreed Final DIP Order (as defined in the Settlement Agreement), the Debtors may borrow up to \$6,000,000 (the “**DIP Indebtedness**”) in accordance with the DIP Credit Agreement and Approved Budget from the DIP Lenders under the DIP Credit Agreement prior to the maturity or termination thereof; and the DIP Indebtedness, including all interest, fees, costs and other charges under the Agreed Final DIP Order shall be allowed against the Debtors in full for all purposes and (iii) the Pre-Petition Indebtedness and the DIP Obligations (as defined in the Settlement Agreement) are, or shall be deemed to be, secured by valid, properly perfected, enforceable, first-priority pre-petition and post-petition liens on and security interests in substantially all of the assets of the Debtors and the Guarantor (the “**Pre- and Post-Petition Liens**”), including, without limitation, the BP Claim and any Protective Claim submitted under and in accordance with the Economic and Property Damages Settlement Agreement, dated as of April 18, 2012, among BP Exploration and Production Inc., BP America Production Company and the other parties thereto (the “**BP Settlement Agreement**”) in connection with certain litigation relating to the “Deepwater Horizon Incident” (as defined in the BP Settlement Agreement). Notwithstanding the foregoing, the Pre-Petition Indebtedness and the DIP Obligations are not secured by the Unencumbered Assets (as defined in the Settlement Agreement).

G. The compromises and settlement set forth in the Settlement Agreement are fair and reasonable, represent a proper exercise of the business judgment of the Debtors, and are in the best interests of the Debtors, their creditors and other parties in interest in these Chapter 11 Cases. In entering into the Settlement Agreement, the Debtors have exercised their rights and powers, and used the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The 9019 Motion is **GRANTED** in all respects.
2. The Settlement Agreement is approved in all respects pursuant to 11 U.S.C. §§ 105(a) and 363(b) and Bankruptcy Rules 7001 and 9019, and the terms thereof are incorporated herein.
3. This Order and the Settlement Agreement are binding on the Debtors, their Bankruptcy Estates and creditors, and each of their predecessors, successors or representatives, including, without limitation, the Committee, acting or purporting to act on behalf of the Debtors' estates.
4. The settlement and compromises set forth in the Settlement Agreement and the execution and delivery of the Settlement Agreement by the parties thereto are approved in all respects.
5. Upon the entry of this Order and the satisfaction of all conditions to effectiveness of the Settlement Agreement, the Pre-Petition Indebtedness and the DIP Obligations shall be fully and finally allowed against the Debtors for all purposes in the aggregate amounts of \$58,197,393 and \$6,000,000, respectively, plus fees, costs and expenses thereon, and the Pre-Petition Indebtedness, DIP Obligations and Pre- and Post-Petition Liens shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination, (whether

contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any applicable law or regulation by any person or entity.

6. Upon the entry of this Order, the Pre-Petition Indebtedness and the DIP Obligations (as defined in the Settlement Agreement) are, or shall be deemed to be, secured by valid, properly perfected, enforceable, first-priority pre-petition and post-petition liens, respectively, on and security interests in substantially all of the assets of the Debtors and the Guarantor, other than the Unencumbered Assets.

7. The mutual releases contained in the Settlement Agreement shall be effective as of the date hereof, and each party thereto shall be deemed to have released and to be permanently enjoined from asserting, pursuing or prosecuting in any manner and in any forum any and all claims released pursuant to the Settlement Agreement.

8. The parties to the Settlement Agreement shall have all rights, obligations, and privileges as set forth therein. Further, the failure specifically to describe or include any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such a provision, it being the intent of this Court that the Settlement Agreement be approved in its entirety by this Order.

9. The Debtors, Committee and their respective successors and assigns are authorized to execute the Settlement Agreement and to take all such other actions necessary under the Settlement Agreement to effectuate the Settlement Agreement.

10. This Order shall constitute a Final Judgment in the STUW Adversary. The Clerk of Court is directed to docket this Order in the STUW Adversary and is authorized to take all actions necessary or appropriate to give effect to the relief granted in this Order.

11. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, including Bankruptcy Rule 6004(h), and based on the evidence and argument present to the Court, (i) the terms of this Order shall not be stayed and shall be immediately effective and enforceable upon its entry, and (ii) the parties may, without further delay, take any action and perform any act authorized or required to occur under this Order or the Settlement Agreement.

12. This Court shall retain jurisdiction with respect to any matters related to or arising from the implementation of this Order.

####End of Order###

ORDER PREPARED AND SUBMITTED BY:

/s/ Stephen W. Rosenblatt

Stephen W. Rosenblatt (Miss. Bar No. 5676)

Christopher R. Maddux (Miss. Bar No.100501)

BUTLER SNOW LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Telephone: (601) 985-4502

Facsimile: (601) 985-4500

steve.rosenblatt@butlersnow.com

chris.maddux@butlersnow.com

ATTORNEY FOR THE DEBTORS

Exhibit A

Settlement Agreement

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